



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z07056

TITLE: Training Course on Hazardous Materials

ISSUE DATE: 09/15/06

REQ NO.: N/A

BUYER: Laura Ortmeier

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E-MAIL: Laura.Ortmeier@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: October 6, 2006 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: November 1, 2006 through October 31, 2007

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Agency Locations - Statewide

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 02/10/06). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of training services on the topic of hazardous materials as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Pages
 - 5) Exhibits A - E
 - 6) Terms and Conditions

1.2 Background Information:

- 1.2.1 The Division of Facilities Management, Design and Construction is responsible for administering capital improvement projects for the State of Missouri. Part of this responsibility is to assist state agencies in planning improvements or future enhancements to their property. The problems that hazardous waste and building materials cause for state agencies has led the Division of Facilities Management, Design and Construction to recommend that state agencies have personnel trained to handle small scale abatement and repair.
- 1.2.2 The State of Missouri has previously contracted for training services through C303045001 which expires October 31, 2006. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z03045 or the contract number C303045001 when searching for these documents.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide hazardous materials training courses for the Office of Administration, Division of Facilities Management, Design and Construction and any other requesting state agency of the State of Missouri (hereinafter referred to as the “state agency”), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide both certification training courses and refresher training courses on each of the following topics:
 - a. Asbestos: Inspector; Management Planner; Project Designer; Worker; and Contact Supervisor; General Awareness; and Operation and Maintenance.
 - b. Lead-Based Paint: Supervisor; Worker; Inspector; Risk Assessor; and Project Designer.
- 2.1.3 The contractor shall provide a certification-training course on the topic of OSHA HAZWOPER.
- 2.1.4 The contractor shall provide services on an as needed, if needed basis at the request of the state agency utilizing the contract. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.
- 2.1.5 The state agency anticipates, but in no way guarantees, that each refresher course will be needed once on an annual basis and will last approximately one (1) day (eight hours). The state agency further anticipates, but cannot guarantee, that certification courses will be needed occasionally.
- 2.1.6 The state agency estimates, but in no way guarantees, that a minimum of one (1) and a maximum of twenty-five (25) state agency participants will attend a training course.
- 2.1.7 The contractor shall provide the training courses at the contractor’s facility, at a location in Jefferson City, or at another location in the State of Missouri as designated by the state agency. The requesting state agency shall specify the location of the training course at the time services are requested.
 - a. If training courses are provided outside of the contractor’s facility, the contractor shall agree and understand that the state agency will coordinate all facility reservations and pay for any facility rentals. However, the contractor shall be responsible for coordination and payment of all of the contractor’s travel, lodging, meals, and other related arrangements.
 - b. If training courses are provided at the contractor’s facility, the contractor may open the training courses to the general public.
- 2.1.8 The contractor shall provide training courses on weekdays, Monday through Friday, with the exception of state agency holidays. A list of state agency holidays can be located at the following website address: <http://www.state.mo.us/mo/moholidays.htm>. The suggested time frame for conducting the training courses is 8:00 a.m. to 5:00 p.m.
- 2.1.9 The actual scheduling of each required training course shall be mutually agreed upon between the state agency and contractor.

- a. The state agency shall notify the contractor of the training facility location and number of state agency participants to be accommodated. The state agency shall perform all notifications and class registrations with prospective state agency participants.
 - b. The state agency shall have the right to cancel a scheduled training course without incurring any liability, financial or otherwise, by providing the contractor with notice at least fourteen (14) calendar days prior to the date on which the training course is scheduled to begin.
- 2.1.10 The contractor's personnel should be qualified through experience and education in hazardous materials and issues related thereto as well as conducting training courses related to such issues.
- 2.1.11 The contractor shall perform all services to the sole satisfaction of the state agency.
- 2.1.12 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit E with participation in the Cooperative Procurement Program, the contractor shall provide training services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

2.2 Overall Training Requirements:

- 2.2.1 The contractor's training courses shall utilize lectures, discussions, and written and hands-on exercises. A significant portion of the training courses shall emphasize cooperative efforts.
- 2.2.2 The contractor shall provide all training materials (e.g. training manuals, resource books, handouts, and reinforcement materials) used in conducting the training courses for each participant.
- a. The contractor must submit a copy of all training materials to the state agency at least fourteen (14) calendar days prior to the date of the first scheduled training course so that the state agency may review the materials for errors, inappropriate material, or other adherence to the state agency objectives. The contractor shall change/alter any training materials if deemed necessary by the state agency.
 - b. The contractor shall obtain copyright and other permissions necessary for public use of protected training materials. Proof of copyright and other permissions must be presented to the state agency if so requested. The contractor shall indemnify the state agency and the State of Missouri for legal causes of action related to inappropriate use or fraudulently obtained permission of use of any and all training materials.
 - c. All such materials must be neatly typed and clearly printed.
 - d. All such training materials shall be retained by the participants.
- 2.2.3 Unless otherwise specified herein, the contractor shall provide all other supplies and equipment necessary to perform the services required herein, including participant guides, nametags, flipcharts, transparencies, charts, video/audio-tapes, markers, and audio/visual equipment.
- 2.2.4 The contractor shall understand and agree that the actual trainer(s) from the contractor's staff, which shall be utilized to conduct a training course, shall be mutually agreed upon between the state agency and the contractor prior to scheduling such training course. In addition, the contractor must obtain the state agency's approval on all guest speakers prior to conducting a training course.

- a. If requested, the contractor shall replace any trainer with whom the state agency is not satisfied.
- 2.2.5 For each training course conducted, the contractor shall administer an examination(s) to each participant to assess his/her knowledge of the subject matter. The contractor shall administer the examination(s) at an appropriate time (e.g. end of the day, end of the course).
- 2.2.6 For each training course conducted, the contractor shall administer an evaluation form to each participant.
 - a. The contractor must provide the evaluation forms, which shall be utilized and must provide a copy of all such completed evaluation forms to the state agency after completion of each training course.
 - b. The contractor is advised that the information on the evaluation forms will be utilized to assist the state agency in determining whether the training course meets the needs and expectation of the participants. If modification of a training course's content is deemed necessary due to feedback from the participants, the contractor shall make such modification in cooperation with and with the approval of the state agency.
- 2.2.7 The contractor shall provide a daily attendance sheet and shall ensure that each participant sign the attendance sheet for each day of the scheduled training course as evidence of the participant's attendance. The contractor shall keep accurate records of any hours not attended by a participant.
- 2.2.8 Upon completion of each training course, the contractor shall provide each participant with a "Certificate of Successful Completion" or "Certificate of Attendance" depending on whether the participant passes the contractor's examination(s). The certificates shall include the full name of the participant, the training course title, and dates of presentation of the training course.
- 2.2.9 The contractor shall provide a written summary of the number of participants trained and the feedback received from each of the scheduled training courses by no later than thirty (30) calendar days following the conclusion of each training course.
- 2.2.10 The state agency shall have the right to modify curriculum based upon comments and suggestions of the contractor or as it deems necessary to ensure a comprehensive and thorough training course.
- 2.2.11 The state agency reserves the right to send a designee to any scheduled training course as an observer. The state agency shall identify the designee prior to the training course.
- 2.2.12 The contractor shall only utilize personnel in the performance of the services who are authorized to work in the United States in accordance with applicable federal and state laws and regulations.

2.3 Reporting Requirements:

- 2.3.1 Reporting Requirements - By the 15th day of each month, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous month and year-to-date. The contractor must submit the report electronically in an analysis-ready format utilizing the report format specified and approved by the Division of Purchasing and Materials Management. Reports in PDF or similar format shall be considered unacceptable.
 - a. At a minimum, the report must contain the information listed below:
 - 1) State Agency Name
 - 2) Training Course Topic
 - 3) Training Location
 - 4) Training Date
 - 5) Total Number of State Agency Participants

- 6) Unit Price Charged (Firm, fixed Price per Participant)
- 7) Total Price (Unit Price Charged x Quantity)

- b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access.

2.4 Invoicing and Payment Requirements:

- 2.4.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

- 2.4.2 Within thirty (30) calendar days after conducting a training course, the contractor shall submit an invoice to the participating state agency/agencies.

- a. The contractor shall invoice the state agency for each state agency participant at the firm, fixed price per participant as stated on the Pricing Page for the applicable training course. The firm, fixed price shall be determined based on the total number of all state agency participants. *(Example: If the number of participants from one state agency equals 2 and the number of participants from another state agency equals 3, the contractor shall invoice each state agency the price per participant based on 5 or more participants multiplied by the actual number of participants from each state agency. If the total number of participants from all state agencies is less than five, then the contractor shall invoice each state agency the price per participant based on 1-4 participants multiplied by the actual number of participants from each state agency).*
- b. For those training courses provided at a facility in the State of Missouri other than the contractor's facility or a facility in Jefferson City, MO, the contractor shall include on the monthly invoice, the amount of travel expenses actually incurred, including receipts.
- c. Along with the invoice, the contractor must submit a copy of all attendance sheets from the training course being invoiced.
- d. The contractor's monthly invoice to each state agency shall be itemized by: training course title, number and names of participants from the applicable state agency, applicable price per participant based on the total number of all state agency participants, and total invoice amount.
- e. For training services provided for the Division of Facilities Management, Design and Construction, the contractor shall submit invoices to the following address: Division of Facilities Management, Design and Construction, P.O. Box 809, Jefferson City, Missouri, 65102-0809. For participants from other state agencies, the contractor shall submit an invoice to the participating state agency.

2.4.3 Upon receipt of a properly prepared invoice and required attendance sheet, the state agency shall pay the contractor in accordance with the approved monthly invoice.

- a. For those training courses provided at a facility in the State of Missouri other than the contractor's facility or a facility in Jefferson City, MO, the contractor shall be reimbursed for actual and reasonable travel expenses incurred in conducting the training course in accordance with the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS). However, in no event shall the reimbursement to the contractor exceed the guaranteed not-to-exceed total price stated on the Pricing Page.
 - 1) The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
 - 2) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>. Although the actual mileage rate usually changes each July 1, the mileage reimbursement rate is currently \$0.415 per mile effective 07/01/06.
 - 3) The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>
- b. The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

2.4.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

2.5 Other Contractual Requirements:

2.5.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.5.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in

excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 2.5.3 **Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.
- 2.5.4 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.5.5 **Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.5.6 **Subcontractors** - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.5.7 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.5.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.5.10 Property of State - The contractor shall agree and understand that all programs, reports, materials, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.
- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 2.5.11 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.5.12 Publicity - Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.
- 2.5.13 Contractor Equipment Use - Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software,

technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.6 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- 2.6.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations, and policies authorizing or governing the use of any federal funds paid to the contractor through the contract:
- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations.
 - b. Cost Principles - A-87 - State/Local Governments; A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals
- 2.6.2 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.6.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.6.4 The contractor shall comply with the requirements of the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156), and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.6.5 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.6.6 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the offeror should include one additional copy along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of the copy should be labeled “copy”.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
 - b. Open Records - The offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected pursuant to Section RSMo 610.021. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 3.1.4 Questions Regarding the RFP - The offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
 - b. The offeror is advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

- c. Except as stated below, the offeror and the offeror's agents may not contact any other state employee regarding the RFP, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Offerors and their agents who have questions regarding this matter should contact the buyer.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Cost.....50 points
 - b. Experience, Reliability, and Expertise.....35 points
 - c. Method of Performance15 points
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
 - a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).

- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

3.4 Evaluation of Cost:

- 3.4.1 Objective Evaluation of Cost –The cost evaluation shall be based on a sum of the firm fixed prices stated on the Pricing Page for the original and each potential renewal period.
 - a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \quad \times \quad 50 \quad = \quad \text{Cost evaluation points}$$

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise:

- 3.5.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP.
 - a. Prior Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit A or in a similar manner.
 - b. Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Registration of business name (if applicable)
 - 2) Certificate of authority to transact business/certificate of good standing (if applicable)
 - 3) Taxes (e.g., city/county/state/federal)
 - 4) State and local certifications (e.g., professions/occupations/activities)
 - 5) Licenses and permits (e.g., city/county license, sales permits)
 - 6) Insurance (e.g., worker's compensation/unemployment compensation)
 - c. Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit B with the proposal. This document must be satisfactorily completed prior to award of the contract.

- 3.5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- a. Personnel Expertise - The offeror should utilize Exhibit C for summarizing the personnel information for proposed key personnel and may also submit resumes with additional information.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this document.
 - 2) Information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
 - b. Licenses - The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.6 Evaluation of Method of Performance:

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 Description of Proposed Services - Exhibit D is provided for the offeror's use in providing information about the proposed method of performance. The offeror may also respond to the provisions in the Contractual Requirements by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.

- 3.7 Miscellaneous Information** - The offeror should complete and submit Exhibit E, Miscellaneous Information.

4. PRICING PAGE

For each training course listed below, the offeror shall state a firm, fixed price for the original contract period and a maximum price for each renewal option period per participant that attends the applicable training course, in accordance with the provisions and requirements of this RFP.

- 4.1 Training Courses Provided at the Offeror's Facility:** The offeror shall provide prices for each state agency participant that attends a training course at the offeror's facility. The offeror shall provide prices based on a total of one or more state agency participants. All costs associated with providing the required service, including personnel, training materials, supplies, overhead, etc. shall be included in the stated prices.

	Training Course	Original Contract Period (Firm, fixed price per participant)	First Renewal Option Period (Maximum price per participant)	Second Renewal Option Period (Maximum price per participant)	Third Renewal Option Period (Maximum price per participant)
Certification Courses					
001	Asbestos Inspector Certification	\$_____	\$_____	\$_____	\$_____
002	Asbestos Management Planner Certification	\$_____	\$_____	\$_____	\$_____
003	Asbestos Project Designer Certification	\$_____	\$_____	\$_____	\$_____
004	Asbestos Worker Certification	\$_____	\$_____	\$_____	\$_____
005	Asbestos Contract Supervisor Certification	\$_____	\$_____	\$_____	\$_____
006	Asbestos Operation & Maintenance Certification	\$_____	\$_____	\$_____	\$_____
007	Lead-Based Paint Supervisor Certification	\$_____	\$_____	\$_____	\$_____
008	Lead-Based Paint Worker Certification	\$_____	\$_____	\$_____	\$_____
009	Lead-Based Paint Inspector Certification	\$_____	\$_____	\$_____	\$_____
010	Lead-Based Paint Risk Assessor Certification	\$_____	\$_____	\$_____	\$_____
011	Lead-Based Paint Project Designer Certification	\$_____	\$_____	\$_____	\$_____
012	OSHA Hazwoper Certification	\$_____	\$_____	\$_____	\$_____
Refresher and Other Courses					
013	Asbestos Inspector Refresher	\$_____	\$_____	\$_____	\$_____
014	Asbestos Management Planner Refresher	\$_____	\$_____	\$_____	\$_____
015	Asbestos Project Designer Refresher	\$_____	\$_____	\$_____	\$_____
016	Asbestos Worker Refresher	\$_____	\$_____	\$_____	\$_____

	Training Course	Original Contract Period (Firm, fixed price per participant)	First Renewal Option Period (Maximum price per participant)	Second Renewal Option Period (Maximum price per participant)	Third Renewal Option Period (Maximum price per participant)
017	Asbestos Contract Supervisor Refresher	\$_____	\$_____	\$_____	\$_____
018	Asbestos Operation & Maintenance Refresher	\$_____	\$_____	\$_____	\$_____
019	Asbestos – General Awareness	\$_____	\$_____	\$_____	\$_____
020	Lead-Based Paint Supervisor Refresher	\$_____	\$_____	\$_____	\$_____
021	Lead-Based Paint Worker Refresher	\$_____	\$_____	\$_____	\$_____
022	Lead-Based Paint Inspector Refresher	\$_____	\$_____	\$_____	\$_____
023	Lead-Based Paint Risk Assessor Refresher	\$_____	\$_____	\$_____	\$_____
024	Lead-Based Paint Project Designer Refresher	\$_____	\$_____	\$_____	\$_____

- 4.2 Training Courses Provided at a Facility in Jefferson City, Missouri:** The offeror shall provide prices for each state agency participant that attends a training course at a facility in Jefferson City, MO. The offeror shall provide two prices for each training course: (1) based on a total of 1 to 4 state agency participants and (2) based on a total of 5 or more state agency participants. All costs associated with providing the required service, including personnel, training materials, supplies, travel, meals, and lodging shall be included in the stated prices.

	Training Course	Original Contract Period (Firm, fixed price per participant)	First Renewal Option Period (Maximum price per participant)	Second Renewal Option Period (Maximum price per participant)	Third Renewal Option Period (Maximum price per participant)
Certification Courses					
025	Asbestos Inspector Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
026	Asbestos Inspector Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
027	Asbestos Management Planner Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
028	Asbestos Management Planner Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
029	Asbestos Project Designer Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
030	Asbestos Project Designer Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
031	Asbestos Worker Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
032	Asbestos Worker Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____

	Training Course	Original Contract Period <i>(Firm, fixed price per participant)</i>	First Renewal Option Period <i>(Maximum price per participant)</i>	Second Renewal Option Period <i>(Maximum price per participant)</i>	Third Renewal Option Period <i>(Maximum price per participant)</i>
033	Asbestos Contract Supervisor Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
034	Asbestos Contract Supervisor Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
035	Asbestos Operation & Maintenance Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
036	Asbestos Operation & Maintenance Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
037	Lead-Based Paint Supervisor Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
038	Lead-Based Paint Supervisor Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
039	Lead-Based Paint Worker Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
040	Lead-Based Paint Worker Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
041	Lead-Based Paint Inspector Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
042	Lead-Based Paint Inspector Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
043	Lead-Based Paint Risk Assessor Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
044	Lead-Based Paint Risk Assessor Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
045	Lead-Based Paint Project Designer Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
046	Lead-Based Paint Project Designer Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
047	OSHA Hazwoper Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
048	OSHA Hazwoper Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
Refresher and Other Courses					
049	Asbestos Inspector Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
050	Asbestos Inspector Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
051	Asbestos Management Planner Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
052	Asbestos Management Planner Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
053	Asbestos Project Designer Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
054	Asbestos Project Designer Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
055	Asbestos Worker Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____

	Training Course	Original Contract Period <i>(Firm, fixed price per participant)</i>	First Renewal Option Period <i>(Maximum price per participant)</i>	Second Renewal Option Period <i>(Maximum price per participant)</i>	Third Renewal Option Period <i>(Maximum price per participant)</i>
056	Asbestos Worker Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
057	Asbestos Contract Supervisor Refresher <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
058	Asbestos Contract Supervisor Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
059	Asbestos Operation & Maintenance Refresher <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
060	Asbestos Operation & Maintenance Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
061	Asbestos – General Awareness <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
062	Asbestos – General Awareness <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
063	Lead-Based Paint Supervisor Refresher <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
064	Lead-Based Paint Supervisor Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
065	Lead-Based Paint Worker Refresher <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
066	Lead-Based Paint Worker Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
067	Lead-Based Paint Inspector Refresher <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
068	Lead-Based Paint Inspector Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
069	Lead-Based Paint Risk Assessor Refresher <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
070	Lead-Based Paint Risk Assessor Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
071	Lead-Based Paint Project Designer Refresher <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
072	Lead-Based Paint Project Designer Refresher <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____

4.3 Training Courses Provided at a Facility in Missouri (other than the Offeror's Facility or a Facility in Jefferson City):

4.3.1 Training Course Price: The offeror shall provide prices for each state agency participant that attends a training course at a facility in the State of Missouri (other than the offeror's facility or a facility in Jefferson City, MO). The offeror shall provide two prices for each training course: (1) based on a total of 1 to 4 state agency participants and (2) based on a total of 5 or more state agency participants. With the exception of travel expenses, all costs associated with providing the required services, including personnel, training materials, supplies, etc. shall be included in the stated prices.

	Training Course	Original Contract Period <i>(Firm, fixed price per participant)</i>	First Renewal Option Period <i>(Maximum price per participant)</i>	Second Renewal Option Period <i>(Maximum price per participant)</i>	Third Renewal Option Period <i>(Maximum price per participant)</i>
Certification Courses					
073	Asbestos Inspector Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
074	Asbestos Inspector Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
075	Asbestos Management Planner Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
076	Asbestos Management Planner Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
077	Asbestos Project Designer Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
078	Asbestos Project Designer Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
079	Asbestos Worker Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
080	Asbestos Worker Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
081	Asbestos Contract Supervisor Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
082	Asbestos Contract Supervisor Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
083	Asbestos Operation & Maintenance Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
084	Asbestos Operation & Maintenance Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
085	Lead-Based Paint Supervisor Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
086	Lead-Based Paint Supervisor Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
087	Lead-Based Paint Worker Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
088	Lead-Based Paint Worker Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____
089	Lead-Based Paint Inspector Certification <i>(1-4 participants)</i>	\$_____	\$_____	\$_____	\$_____
090	Lead-Based Paint Inspector Certification <i>(5 or more participants)</i>	\$_____	\$_____	\$_____	\$_____

	Training Course	Original Contract Period <i>(Firm, fixed price per participant)</i>	First Renewal Option Period <i>(Maximum price per participant)</i>	Second Renewal Option Period <i>(Maximum price per participant)</i>	Third Renewal Option Period <i>(Maximum price per participant)</i>
091	Lead-Based Paint Risk Assessor Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
092	Lead-Based Paint Risk Assessor Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
093	Lead-Based Paint Project Designer Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
094	Lead-Based Paint Project Designer Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
095	OSHA Hazwoper Certification (1-4 participants)	\$_____	\$_____	\$_____	\$_____
096	OSHA Hazwoper Certification (5 or more participants)	\$_____	\$_____	\$_____	\$_____
Refresher and Other Courses					
097	Asbestos Inspector Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
098	Asbestos Inspector Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
099	Asbestos Management Planner Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
100	Asbestos Management Planner Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
101	Asbestos Project Designer Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
102	Asbestos Project Designer Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
103	Asbestos Worker Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
104	Asbestos Worker Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
105	Asbestos Contract Supervisor Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
106	Asbestos Contract Supervisor Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
107	Asbestos Operation & Maintenance Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
108	Asbestos Operation & Maintenance Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
109	Asbestos – General Awareness (1-4 participants)	\$_____	\$_____	\$_____	\$_____
110	Asbestos – General Awareness (5 or more participants)	\$_____	\$_____	\$_____	\$_____
111	Lead-Based Paint Supervisor Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
112	Lead-Based Paint Supervisor Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
113	Lead-Based Paint Worker Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____

	Training Course	Original Contract Period (Firm, fixed price per participant)	First Renewal Option Period (Maximum price per participant)	Second Renewal Option Period (Maximum price per participant)	Third Renewal Option Period (Maximum price per participant)
114	Lead-Based Paint Worker Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
115	Lead-Based Paint Inspector Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
116	Lead-Based Paint Inspector Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
117	Lead-Based Paint Risk Assessor Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
118	Lead-Based Paint Risk Assessor Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____
119	Lead-Based Paint Project Designer Refresher (1-4 participants)	\$_____	\$_____	\$_____	\$_____
120	Lead-Based Paint Project Designer Refresher (5 or more participants)	\$_____	\$_____	\$_____	\$_____

- 4.3.2 **Travel Expenses:** The offeror shall provide a guaranteed not-to-exceed total price for the original contract period and each renewal option period for all travel expenses, including round trip transportation, meals, and lodging, per training course held at facility in the State of Missouri (other than the offeror's facility or a facility in Jefferson City, MO).

	Price Classification	Original Contract Period (Guaranteed not-to-exceed total price)	First Renewal Option Period (Guaranteed not-to-exceed total price)	Second Renewal Option Period (Guaranteed not-to-exceed total price)	Third Renewal Option Period (Guaranteed not-to-exceed total price)
121	Travel Expenses	\$_____	\$_____	\$_____	\$_____

EXHIBIT A**PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT C**PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for personnel proposed. Resumes or summaries of key information may be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT D**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

1. The offeror should provide a preliminary outline and description of the proposed content of each training course.
2. The offeror should provide samples of manuals, handouts, and other training materials proposed for use in conducting each training course.
3. The offeror should provide details of the contractor's facility including the location, number of classrooms, and classroom size including capacity for each class.
4. The offeror should describe any special services that the offeror proposes or is able to provide that may be of special interest to the state agency.
5. Economic Impact to Missouri - The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
4. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

EXHIBIT E**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____ _____ _____
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Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	_____
In what office/agency are they employed?	_____
Employment Title:	_____
Percentage of ownership interest in offeror's organization:	_____ %

Local Government Use (Cooperative Procurement):

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes _____	No _____
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**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the

specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 02/10/06